

Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
 7575 Colshire Drive
 McLean, Virginia 22109-7508

and

The Commonwealth of Virginia
 110 South Seventh Street
 Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	28
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 2.2.1. of the Comprehensive Infrastructure Agreement, Section b
Description of Approved Contract Change – Provide a brief description of contract change	The removal of Northrop Grumman's obligation to reimburse the Commonwealth of Virginia for prepayments. Specifically, remove Section 2.2.1. (b) from the CIA. "Vendor shall reimburse the Commonwealth for any prepayments in respect thereof provided that, all "prepayments," as such term is used in this Agreement, shall be for goods or services of which Vendor receives the benefit after the Service Commencement Date and that will be utilized on or after the Service Commencement Date in connection with the performance of Services by Vendor hereunder, including, for example, prepaid support and maintenance service fees) only to the extent such Prepayments are expressly identified in the final Schedule.

	The removal of Northrop Grumman's obligation to reimburse the Commonwealth of Virginia for prepayments will reduce the Current Operations budget in Contract Year 1 by \$5.0M
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In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

2.2.1 Assumed Contracts

As of the Service Commencement Date the Parties shall enter into assignment and assumption agreements, in the form attached hereto as Exhibit. (each such agreement, an "Assignment and Assumption Agreement"), pursuant to which the Commonwealth shall assign to Vendor all of the Commonwealth's rights and obligations (including all legal, financial, operational and managerial responsibilities) under the Contracts identified in the final Schedule as "Assumed Contracts." Vendor shall be responsible for the performance of all obligations of the Commonwealth under the Assumed Contracts, including payment of all ongoing charges (e.g., maintenance and license renewal) set forth therein and to be performed with respect to periods on or after the Service Commencement Date. In the event that the Parties mutually agree that Vendor shall not take assignment of an Assumed Contract due to a significant fee associated with transferring the Assumed Contract or some other mutually agreed upon reason, Vendor may not take assignment of an Assumed Contract, and instead, Vendor will accept financial, operational and managerial responsibility of such Assumed Contract as of the Service Commencement Date and for such period until the Parties mutually agree that Vendor will take assignment of such Assumed Contract. If necessary, the Commonwealth will make payment of the ongoing charges therein, and Vendor shall, except during the Current Operations Phase, promptly reimburse or credit the Commonwealth for such charges.

The Parties' further financial responsibilities with respect to the Assumed Contracts shall include:

(a) Vendor shall be responsible for paying all relicensing, transfer, third party administrator/agency and termination fees associated with the Assumed Contracts.

(b) The Commonwealth shall reimburse Vendor for an appropriate proportionate amount of any post-payments made by Vendor under the Contracts (provided that, all "post-payments," as such term is used in this Agreement (for example, with regard to balloon payments), shall be identified by Vendor in writing to the Commonwealth within a reasonable period of time (not to exceed one hundred eighty (180) days) after the Commonwealth's responsibility with respect to the applicable Assumed Contract ceases and shall be for goods or services for which the Commonwealth has received the benefit of such post-payment prior to the Commonwealth's responsibility with respect to the applicable agreement having ceased.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below

Executed by:

The Commonwealth of Virginia

By: 

Name: Fred Duball

Title: SMO Director

Date: 3/14/2007

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier Donley

Title: Contracts Director

Date: 3/13/07